

COPY

EMPLOYMENT AGREEMENT

Chief Innovation Officer (Non-Classified)

THIS AGREEMENT is made and entered into this 28th day of August, 2018, by and between the CITY MANAGER OF THE CITY OF RIVERSIDE, hereinafter referred to as "CITY MANAGER", on behalf of the CITY OF RIVERSIDE, a Charter City and municipal corporation of the State of California, hereinafter referred to as "CITY", and GEORGE KHALIL, hereinafter referred to as "EMPLOYEE", both of whom understand as follows:

RECITALS

WHEREAS, Section 2.36.040. CLASSIFIED SERVICE of the Riverside Municipal Code provides in part that the classified service of City includes all permanent full-time officers and employees except:

"(C) persons appointed by the City Manager"; and

WHEREAS, the City Manager desires to employ Employee as said Chief Innovation Officer; and

WHEREAS, Employee desires to serve in the capacity of the Chief Innovation Officer; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Chief Innovation Officer is an at-will position not within the classified service of City; that Employee has no expectation of any vested right in said position; and that in assuming said position Employee shall serve solely at the will and pleasure of the City Manager; and

WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by which City shall receive and retain the services of Employee and to provide for terminating Employee's services at such time as the City Manager may desire to terminate Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES.

The City Manager hereby agrees to employ Employee as Chief Innovation Officer to

1 perform the functions and duties as specified in the classification specification Job Code #9220,
2 attached hereto as Exhibit "A" and made a part hereof.

3 SECTION 2. TERM.

4 A. Effective August 24, 2018, Employee agrees to fulfill the functions and duties of
5 Chief Innovation Officer of the City of Riverside.

6 B. Services provided by Employee shall commence on August 24, 2018, and shall
7 continue upon such terms and conditions as set forth herein and as may be mutually negotiated
8 by amendment to this Agreement.

9 C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
10 of the City Manager to terminate the services of Employee at any time subject only to the
11 provisions set forth in Section 3., below.

12 D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
13 of Employee to resign at any time from the position as Chief Innovation Officer, subject only to
14 the provisions set forth in Section 3., below.

15 E. Employee agrees to remain in the exclusive employ of the City Manager on
16 behalf of the City, and neither to accept other employment nor to become employed by any other
17 Employer until this Agreement is terminated. Notwithstanding, Employee may engage in
18 secondary employment or business activity in accordance with Personnel Policy and Procedure
19 Manual Section I-7 and upon authorization by the City Manager.

20 SECTION 3. TERMINATION/MODIFICATION.

21 A. Employee understands, acknowledges and agrees that pursuant to Section 2.C.,
22 above, the City Manager may terminate this Agreement at any time with or without cause or
23 advance notice by the City Manager. The City Manager shall only be required to provide written
24 notice to Employee as to the effective date of said termination.

25 B. In the event this Agreement is terminated, Employee agrees to immediately
26 surrender the position of Chief Innovation Officer; any and all writings containing information
27 relating to the conduct of the City's business prepared, owned, used or retained by Employee
28 regardless of physical form or characteristics; and any and all equipment, tools, or other

1 materials of whatever nature provided to Employee by City in Employee's capacity of Chief
2 Innovation Officer. Employee shall be entitled to receive payment for all hours worked, any
3 holiday pay due and owing, all vacation hours accrued to the date of termination and any
4 deferred compensation contributions made by Employee (including contributions by the
5 employer on behalf of the Employee).

6 C. In the event Employee desires to terminate this Agreement during such time as
7 the City Manager desires Employee to continue in the capacity of Chief Innovation Officer, then,
8 in that event, Employee agrees to provide the City Manager with two (2) weeks prior written
9 notice of said termination.

10 D. In the event City Manager desires to terminate this Agreement during which time
11 Employee is ready, willing and able to perform the functions and duties set forth herein, then in
12 that event, City Manager agrees to provide Employee with severance pay representing one (1)
13 month's salary (exclusive of fringe benefits) for each year of service to the City up to a
14 maximum of six (6) month's salary.

15 E. The City Manager has the right to modify or alter Employee's position, with or
16 without cause or advance notice, through actions other than termination, such as demotion or
17 transfer.

18 F. No City representative has authority to agree to anything contrary to employment
19 at-will unless it is specific, in writing, and signed by the City Manager.

20 G. In the event that this Employment Agreement is terminated, any cash settlement
21 related to the termination that the Employee may receive from the City shall be fully reimbursed
22 to City if Employee is convicted of a crime involving an abuse of his or her office or position as
23 defined in Government Code section 53243.4.

24 SECTION 4. SALARY.

25 A. City agrees to pay Employee pursuant to the salary range of the classification
26 "Chief Innovation Officer" as set forth in Riverside City Council Resolution No. 21052 as the
27 same now exists or may hereafter be amended. Effective August 24, 2018, Employee shall
28

1 receive an annual salary of *One Hundred Seventy Five Thousand Dollars* (\$175,000.00) payable
2 in the same manner and time as are all other employees of City.

3 SECTION 5. FRINGE BENEFITS.

4 A. Effective August 24, 2018, Employee shall accrue vacation leave at the rate of
5 7.70 hours per pay period as said pay periods are established by City.

6 B. Effective August 24, 2018, Employee shall accrue sick leave at the rate of 3.70
7 hours per pay period as said pay periods are established by City.

8 C. All actions taken by City relating to fringe benefits as hereinafter defined shall be
9 considered actions including and applying to Employee. The term "fringe benefits", as used
10 herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and
11 Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include
12 vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and
13 life insurance, and deferred compensation. In addition, City shall make available a long-term
14 disability insurance plan for Employee, as the same is provided to other City employees in the
15 executive management ranges.

16 D. Employee understands, acknowledges and agrees that the position of Chief
17 Innovation Officer is commensurate with an exempt employee under the Fair Labor Standards
18 Act, and shall not be entitled to receive any overtime pay, compensatory time, or other premium
19 pay or compensation, except as may be provided by the above-cited Personnel Policy.

20 SECTION 6. PERFORMANCE EVALUATION.

21 The City Manager may evaluate Employee's performance after the first six (6) months
22 and thereafter on or about the anniversary date of the effective date of this Agreement. Every
23 year the City Manager and Employee may, in addition, set goals and objectives for the ensuing
24 year.

25 SECTION 7. AUTOMOBILE ALLOWANCE/PARKING

26 Employee shall receive an automobile allowance of *Three Hundred Fifty Dollars*
27 (\$350.00) per month or as may be modified in the future. Employer shall also provide parking at
28 no cost to Employee.

1 SECTION 8. OTHER TERMS AND CONDITIONS.

2 The City Manager, in consultation with Employee, may fix such other terms and
3 conditions of employment as they may determine from time to time, relating to the duties and
4 performance of Employee, provided such terms and conditions are not inconsistent with or in
5 conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law,
6 ordinance, resolution or regulation. The City Manager can exercise his/her discretion in
7 imposing discipline short of termination when, in his/her sole discretion, he/she deems it
8 appropriate.

9 SECTION 9. NOTICES.

10 Notices pursuant to this Agreement shall be in writing and shall be personally served,
11 given by mail or by overnight delivery. Any notice by mail shall be deemed given when
12 deposited in the United States Mail, certified and postage prepaid, addressed to the respective
13 parties at 3900 Main Street, Riverside, California 92522, or such other address as may be given,
14 in writing, to the other party.

15 SECTION 10. NONDISCRIMINATION.

16 Pursuant to Section 6.26.055 of the Riverside Municipal Code as the same now exists or
17 hereafter may be amended, Employer agrees not to discriminate in the performance of
18 Employee's functions and duties on the grounds of or because of race, color, creed, national
19 origin, ancestry, age, sex, sexual orientation or disability, including the medical condition of
20 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto.

21 SECTION 11. ENTIRE AGREEMENT.

22 This Agreement contains the entire agreement between the parties hereto. No promise,
23 representation, warranty or covenant not included in this Agreement has been or is relied on by
24 any party hereto. This Agreement supersedes all prior oral or written agreements about the
25 nature of the employment relationship between the City and Employee.

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SECTION 12. ASSIGNMENT.

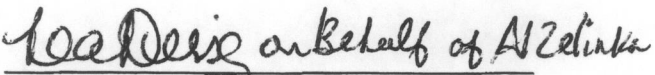
THIS AGREEMENT is not assignable by either City or Employee.

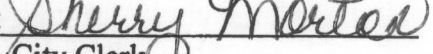
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be
executed on the day and year first above written.

"EMPLOYEE"

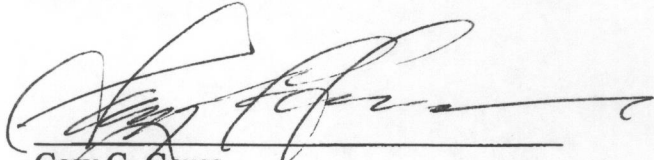
CITY OF RIVERSIDE


George Khalil

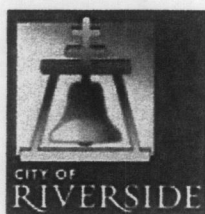

Al Zelinka
City Manager

Attest 
City Clerk

Approved as to Form:


Gary G. Geuss
City Attorney

[04-1355.716]

**Chief Innovation Officer (Non-Classified)**Class Code:
9220

Bargaining Unit: Executive

City of Arts & Innovation

CITY OF RIVERSIDE

Revision Date: Jul 12, 2018

DEFINITION:

Under executive direction, to direct, supervise and coordinate the programs and operations of the Innovation and Technology Department for the City; to coordinate assigned activities with other City Departments and Divisions and outside agencies; and to provide highly responsible and complex administrative support to the Assistant City Manager; and to do related work as required.

DISTINGUISHING CHARACTERISTICS:

This is the executive level classification in the Innovation and Technology Department. Positions designate as Non-Classified are exempt from the classified service. The incumbent shall be appointed "at-will" and serve at the pleasure of the City Manager.

SUPERVISION RECEIVED AND EXERCISED:

Receives executive direction from the City Manager and/or Assistant City Manager. Exercises administrative direction over professional, para-professional, technical and administrative support staff.

Reports To: City Manager and/or Assistant City Manager

EXAMPLES OF DUTIES:

Typical duties may include, but are not limited to, the following:

- Assume management responsibility for all Innovation and Technology services and activities; recommend and administer policies and procedures.
- Ensure effective delivery of technology and information services to user Departments; continuously monitor performance of staff and user satisfaction levels to ensure effective service levels are being provided to customers.
- Manage and participate in the development and implementation of goals, objectives, policies and priorities for the City's Innovation and Technology Department; create, review and approve service level agreements with departments.
- Monitor and continuously improve the maintenance of systems applications to adhere to cyber security controls, user permission management, and disaster recovery best practices.

EXHIBIT A

- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor administrative and support systems; identify opportunities for improvement; implement recommendations.
- Act as a liaison for user Departments on all Innovation and Technology service matters.
- Represent the City in meetings with contracted service providers; prepare cost and time estimates relating to enhancements to existing systems applications as well as new systems; ensure accurate inventories of equipment are maintained.
- Review and evaluate recommended city wide application software packages; participate in the evaluation of hardware and operating systems software; research and evaluate technical products in the marketplace to facilitate hardware and software enhancements.
- Prepare and monitor requests for proposals for contract services; evaluate responses, conduct cost benefit analysis and prepare staff reports for City Council with recommendations; prepare contracts and monitor adherence to project schedules and agreements.
- Coordinate with the City Attorney's office on contract matters including development, implementation and contract resolution.
- Plan, direct, coordinate and review the work plan for the Department.
- Actively participate in meetings with all user Departments regarding the City's long and short-term strategic plan; negotiate effective resolution to problems and provide alternatives to meet information system's needs.
- Develop and analyze the request for proposal and request for quote for all information technology providers.
- Manage and participate in the development and administration of the Innovation and Technology Department's budget; forecast additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures.
- Lead ongoing audits of cyber security and user permissions for applications, files, and approval routes.
- Participate in panels or other speaking opportunities for technology and STEM-related events.

KNOWLEDGE, SKILLS & ABILITIES:**Knowledge of:**

- Operational characteristics, services and activities of a comprehensive information systems and technology programs.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Advanced principles of cyber security, systems analysis and design, system administration, networking, data base management and application development.
- Principles of supervision, training and performance evaluation.

Ability to:

- Effectively plan, organize, direct and coordinate a comprehensive Innovation and Technology Department including supervision of management, supervisory, professional and technical personnel.
- Delegate authority and responsibility to appropriate personnel.
- Negotiate and implement effective resolution to issues both internal and external to the Department.
- Effectively identify and respond to issues, concerns and needs of the City related to systems and technology.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

- Select, train, supervise and evaluate professional and technical personnel.

MINIMUM QUALIFICATIONS:**Recruitment Guidelines:**

Education: Equivalent to a Bachelor's Degree from an accredited college or university with major work in computer science, information management, business or public administration or a related field. A Master's Degree in business, information technology/systems, or cyber security is highly desirable.

Experience: Six years of professional information technology/systems management experience, three years of which were in a supervisory/management capacity.

SUPPLEMENTAL INFORMATION:

Medical Category: Group 4

Necessary Special Requirement

Possession of an appropriate, valid class "C" California Motor Vehicle Operator's License.

Career Advancement Opportunities

From: Chief Innovation Officer

To: Assistant City Manager